

SULLIVAN, HILL, LEWIN, REZ & ENGEL  
A Professional Law Corporation  
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**Electronically Filed: 07/22/2014**

Attorneys for James L. Kennedy,  
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF CALIFORNIA

In re	)	CASE NO. 14-02607-CL7
	)	
BURLINGAME CAPITAL PARTNERS II,	)	Chapter 7
L.P., a Delaware Limited Partnership,	)	
	)	<b>STIPULATION AUTHORIZING</b>
Debtor.	)	<b>TURNOVER OF DOCUMENTS BY</b>
	)	<b>RETIRED JUDGE ALFRED G.</b>
	)	<b>CHIANTELLI</b>
	)	
	)	Dept.: 5
	)	Hon. Christopher B. Latham
	)	
	)	

This Stipulation Authorizing Turnover of Documents by Retired Judge Alfred G. Chiantelli is entered into by and between James L. Kennedy, Trustee of the Bankruptcy Estate of Burlingame Capital Partners II, L.P.; the Debtor Burlingame Capital Partners II, L.P.; and Creditor Allen Matkins Leck Gamble Mallory & Natsis, LLP ("Allen Matkins") by and through their counsel as follows:

1. On or about November 8, 2010, Allen Matkins filed a Complaint in the Superior Court of the State of California for the County of San Francisco ("State Court Action") against the Debtor and other related parties for breach of contract and other causes of action to recover fees and costs incurred by the Debtor with Allen Matkins which the Debtor had failed to pay. The State Court Action was assigned case number CGC-10-505145.

1           2.       On or about November 18, 2010 the Debtor and its general partner filed a Cross-  
2 Complaint in the State Court Action against Allen Matkins and other related parties alleging various  
3 cause of action including professional negligence.

4           3.       An issue arose as a result of a Motion for Right to Attach Order, Temporary  
5 Protective Order and Order for Issuance of Writ of Attachment, filed by Allen Matkins in the State  
6 Court Action. As a proposed mechanism to address the Motion for Right to Attach Order,  
7 Temporary Protective Order and Order for Issuance of Writ Attachment, Allen Matkins and the  
8 Debtor entered into a Stipulated Agreement and Order, entered July 9, 2012 whereby the Debtor  
9 would disclose and identify its assets and current net worth to the Honorable Alfred G. Chiantelli  
10 (Retired) of ADR Services, Inc., under seal and confidentially as against all other parties. See  
11 Exhibit A attached hereto and herein incorporated by reference.

12           4.       In a letter dated July 1, 2014, counsel for the Trustee made a request of Retired Judge  
13 Chiantelli to provide all documents that were presented to him pursuant to the stipulation attached  
14 hereto as Exhibit A. A copy of the letter is attached as Exhibit 1 to the accompanying Declaration of  
15 Gary B. Rudolph and herein incorporated by reference.

16           5.       As contained in the Declaration of Gary B. Rudolph, Retired Judge Chiantelli called  
17 Mr. Rudolph and requested a court order authorizing the turnover of the documents because they  
18 were provided to him under seal and confidentially as against all other parties.

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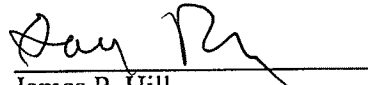
28 ///

1           6.       In that regard, the parties hereto agree and consent to Retired Judge Chiantelli's  
2 turnover to the Trustee and his counsel all documents provided to him by the debtor and the debtor's  
3 counsel in connection with the July 9, 2012 Stipulated Agreement and Order (see, Exhibit A).

4           7.       This Stipulation may be executed in counterparts with the counterparts being treated  
5 together as a singular document.

6  
7 Dated:     July 21, 2014

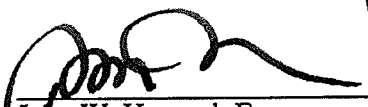
SULLIVAN, HILL, LEWIN, REZ & ENGEL  
A Professional Law Corporation

8  
9 By:   
10 James P. Hill  
11 Gary B. Rudolph  
12 Attorneys for James L. Kennedy  
13 Trustee of the Bankruptcy Estate of  
14 BURLINGAME CAPITAL PARTNERS II, LP

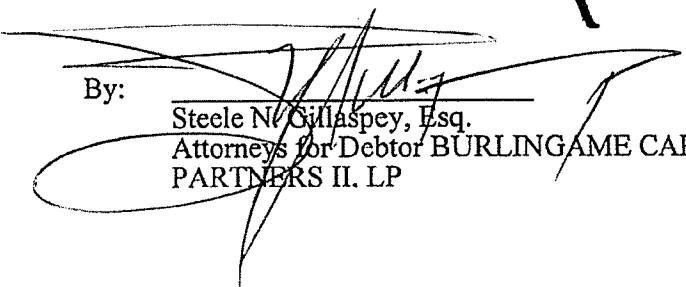
13 Dated:     July \_\_, 2014

14  
15 By: \_\_\_\_\_  
16 James W. Beshears, Esq.  
17 Attorneys for Debtor BURLINGAME CAPITAL  
18 PARTNERS II, LP

18 Dated:     July 16, 2014

19  
20 By:   
21 John W. Howard, Esq.  
22 Attorneys for Debtor BURLINGAME CAPITAL  
23 PARTNERS II, LP

22 Dated:     July 16, 2014

23  
24 By:   
25 Steele N. Gillaspey, Esq.  
26 Attorneys for Debtor BURLINGAME CAPITAL  
27 PARTNERS II, LP  
28

1           6.       In that regard, the parties hereto agree and consent to Retired Judge Chiantelli's  
2 turnover to the Trustee and his counsel all documents provided to him by the debtor and the debtor's  
3 counsel in connection with the July 9, 2012 Stipulated Agreement and Order (see, Exhibit A).

4           7.       This Stipulation may be executed in counterparts with the counterparts being treated  
5 together as a singular document.

6  
7 Dated:     July \_\_, 2014

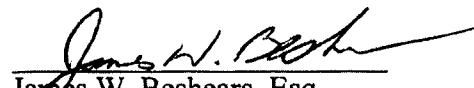
SULLIVAN, HILL, LEWIN, REZ & ENGEL  
A Professional Law Corporation

8  
9 By:

James P. Hill  
Gary B. Rudolph  
Attorneys for James L. Kennedy  
Trustee of the Bankruptcy Estate of  
BURLINGAME CAPITAL PARTNERS II, LP

10  
11  
12  
13 Dated:     July 19, 2014

14  
15 By:

  
James W. Beshears, Esq.  
Attorneys for Debtor BURLINGAME CAPITAL  
PARTNERS II, LP

16  
17  
18 Dated:     July \_\_, 2014

19 By:

John W. Howard, Esq.  
Attorneys for Debtor BURLINGAME CAPITAL  
PARTNERS II, LP

20  
21  
22 Dated:     July \_\_, 2014

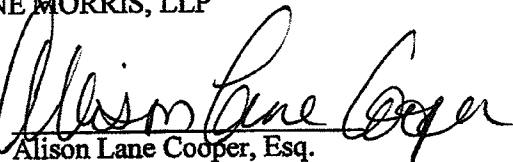
23 By:

Steele N. Gillaspey, Esq.  
Attorneys for Debtor BURLINGAME CAPITAL  
PARTNERS II, LP

1 Dated: July 10 2014

DUANE MORRIS, LLP

2  
3  
4 By:

  
Alison Lane Cooper, Esq.  
Attorneys for Allen Matkins Leck Gamble  
Mallory & Natsis, LLP

5  
6 Dated: July \_\_, 2014

ALLEN MATKINS LECK GAMBLE MALLORY &  
NATSIS, LLP

7  
8 By:

\_\_\_\_\_  
Vincent Coscino of  
Allen Matkins Leck Gamble Mallory & Natsis,  
LLP

1 Dated: July \_\_, 2014

DUANE MORRIS, LLP

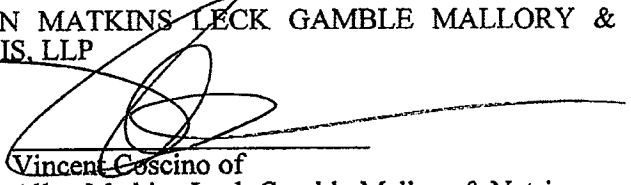
2  
3 By:

4 Alison Lane Cooper, Esq.  
5 Attorneys for Allen Matkins Leck Gamble  
6 Mallory & Natsis, LLP

7 Dated: July 11, 2014

ALLEN MATKINS LECK GAMBLE MALLORY &  
NATSIS, LLP

8  
9 By:

10   
11 Vincent Coscino of  
12 Allen Matkins Leck Gamble Mallory & Natsis,  
13 LLP

**EXHIBIT A**



JUL 08 2012

CLERK OF THE COURT

BY: CRAIG BLACKSTONE  
Deputy Clerk

REC'D JUN 28 2012

1 James C. Krieg (SBN 77069)  
2 Allison Lane Cooper (SBN 152384)  
3 Jennifer R. McGlone (208229)  
4 KRIEG, KELLER, SLOAN, REILLEY & ROMAN LLP  
5 555 Montgomery Street, 17<sup>th</sup> Floor  
6 San Francisco, CA 94111  
7 Telephone: (415) 249-8330  
8 Facsimile: (415) 249-8333

9 Attorneys for Plaintiff and Cross-Defendant  
10 Allen Matkins Leck Gamble Mallory & Natsis LLP

11 John W. Howard, Esq. (SBN 80200)  
12 Michelle D. Volk, Esq. (SBN 217151)  
13 JW HOWARD/ATTORNEYS, LTD.  
14 1508 West Lewis Street  
15 San Diego, CA 92103  
16 Telephone: (619) 234-2842  
17 Facsimile: (619) 234-1716  
18 Attorneys for Defendant and Cross-Complainant  
19 Burlingame Capital Partners II, L.P.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
21 COUNTY OF SAN FRANCISCO

22 ALLEN MATKINS LECK GAMBLE  
23 MALLORY & NATSIS LLP,

24 Plaintiff,

25 v.

26 BURLINGAME CAPITAL PARTNERS II,  
27 LP,

28 Respondent.

And Related Cross-Complaint.

CASE NO. CGC-10-505145

STIPULATED AGREEMENT AND  
~~PROPOSED~~ ORDER

Designated Complex and Assigned for All  
Purposes to Hon. John Munter

BY FACSIMILE

STIPULATED AGREEMENT AND ~~PROPOSED~~ ORDER

1 The parties have met and conferred and stipulate as follows:

2 1. Burlingame Capital Partners II, LP ("Burlingame") represents that as of the date of  
3 this stipulation, it has adequate resources to pay a judgment in favor of Allen Matkins Leck Gamble  
4 Mallory & Natsis LLP ("Allen Matkins"), should one eventuate, in the full amount of the claims  
5 Allen Matkins has alleged in this case. To resolve ongoing disputes, Burlingame will disclose and  
6 identify its assets and current net worth to the Honorable Alfred Chiantelli (Ret.) of ADR Services,  
7 Inc. under seal and confidentially as against all other parties. If Burlingame currently has a net worth  
8 that is less than two hundred and fifty thousand dollars (\$250,000.00) after including Allen Matkins'  
9 claim herein of \$1.9 million as a liability in its financial statement, Judge Chiantelli will so advise  
10 Allen Matkins.

11 2. Burlingame will continue to operate its business in the normal course, paying its  
12 ordinary and customary bills and expenses. However, Burlingame shall not pay any money to Robert  
13 and/or Janice Judson as and for a return of capital or a distribution of profits on their ownership  
14 interest in Burlingame, if any, or as management fees. Nothing herein shall be interpreted as  
15 disabling Burlingame from payment to Robert and/or Janice Judson of moneys owed by Burlingame  
16 to them by reason of secured loans made by Robert and/or Janice Judson to Burlingame.

17 3. Burlingame will continue to attempt to sell its assets or parts of assets in the normal  
18 course of its business.

19 4. In the event that a potential sale is generated through Burlingame's efforts, it will,  
20 within five (5) days of receiving a bona fide offer that it accepts, submit to Judge Chiantelli under  
21 seal and confidentially as against all others, a copy of same with an estimate of the expected  
22 proceeds of the sale. At the same time, Burlingame will advise Allen Matkins of its intent to sell and  
23 the identity of the asset, but not the details of the proposed transaction, provided, however, that  
24 neither Allen Matkins nor its officers, partners, associates, employees, shareholders and attorneys  
25 shall make any attempt to delay or interfere with the proposed transaction.

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1           5.     If the offer results in a contract for the purchase and sale of an asset or part of an  
2     asset, a copy of same shall be deposited with Judge Chiantelli, under seal and confidentially as  
3     against all others together with a proposed closing statement that will indicate the expected proceeds  
4     of the sale.

5           6.     In the conduct of closing any such transaction, Burlingame may pay all ordinary and  
6     customary expenses up to date; will pay any and all liens existing before the date of any order that  
7     results from the instant Stipulation and will retain the balance of any proceeds without distribution to  
8     Burlingame investors, until further order of the Court, the obtaining of a judgment by Allen Matkins  
9     against Burlingame, or the conclusion of the instant case in favor of Burlingame.

10          7.     The procedure set forth herein shall be followed for each of Burlingame's assets until  
11     \$1.65 million is retained, at which time all moneys generated by the sale of Burlingame assets over  
12     and above the \$1.65 million may be distributed to investors in Burlingame's discretion, including  
13     Robert and Janice Judson, in accordance with Burlingame's governing documents. The amount to  
14     be retained shall be reduced pro rata to the extent that Allen Matkins' claims herein are reduced  
15     through dismissal or judgment.

16          8.     Upon entry of this stipulation into an order of the Court, Allen Matkins will withdraw  
17     its pending Renewed Motion for Right to Attach Order, Temporary Protective Order, and Order for  
18     Issuance of a Writ of Attachment, currently set for hearing on July 19, 2012.

19                 It is so stipulated.

20  
21     Dated:         June 16, 2012

KRIEG, KELLER, SLOAN, REILLEY & ROMAN LLP

22  
23     By:  \_\_\_\_\_

JAMES C. KRIEG

Attorneys for Plaintiff/Cross-Defendant

ALLEN MATKINS LECK GAMBLE MALLORY &  
NATSIIS LLP

24  
25  
26     ///

27     ///

1 Dated: June 26, 2012

JW HOWARD/ATTORNEYS LTD

2  
3 By: 

4 JOHN W. HOWARD  
5 Attorneys for Defendant/Cross-Complainant  
6 BURLINGAME CAPITAL PARTNERS II, L.P.

7 IT IS SO ORDERED:

8 JUL 09 2012

9 Dated ~~June~~ June, 2012

10 JOHN E. MUNTER

11 HON. JOHN E. MUNTER OF THE SUPERIOR  
12 COURT OF THE STATE OF CALIFORNIA  
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